

EXHIBIT A

UNITED STATES BANKRUPTCY COURT Southern District of New York Delphi Corporation et al. Claims Processing c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue El Segundo, California 90245		ADMINISTRATIVE EXPENSE CLAIM FORM	
Debtor against which claim is asserted: Delphi Corporation, et al. 05-44481		Case Name and Number In re Delphi Corporation, et al. 05-44481 Chapter 11, Jointly Administered	
Name of Creditor (The person or other entity to whom the debtor owes money or property): Nissan North America, Inc. One Nissan Way Franklin, TN 37067 Attention: Dan Nugent, Senior Counsel Name and Address Where Notice Should be Sent: Waller Lansden Dortch & Davis, LLP Attn: Michael R. Paslay, Esq. 511 Union Street, Suite 2700 Nashville, TN 37219 (615) 244-6380		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of administrative claim relating to your claim. Attach copy or statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Account or other number by which creditor identifies debtor:		Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated: _____	
1. BASIS FOR CLAIM: <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money Loaned <input type="checkbox"/> Personal Injury/ wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (Describe briefly)- see attached <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Your Social Security number: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)			Claim #18975 USBC SDNY Delphi Corporation, et al. 05-44481 (RDD)
2. DATE DEBT INCURRED: VARIOUS		3. IF COURT JUDGMENT, DATE OBTAINED:	
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$ 249,138.70 <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.			
5. Brief Description of Claim (attach any additional information): see attached			
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor..		THIS SPACE IS FOR COURT USE ONLY RECEIVED JUL 15 2009 KURTZMAN CARSON CONSULTANTS	
7. SUPPORTING DOCUMENTS: <i>Attach copies of supporting documents</i> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interested. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. IF the documents are voluminous, attach a summary. Any attachment must be 8-1/2" by 11".			
8. DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date 7-14-09	Sign and print the name and title, if any of the creditor or other person authorized to file this claim (attach a power of attorney, if any) NISSAN NORTH AMERICA, INC. By: BRAD SEWALL		

Penalty for presenting fraudulent claim: Fine up to \$500,000 or imprisonment up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.
*See Attached. NISSAN NORTH AMERICA, INC. hereby incorporates the attachments hereto, which shall for all purposes be deemed a part of this Proof of Claim.



**ATTACHMENT TO ORIGINAL ADMINISTRATIVE EXPENSE CLAIM
OF NISSAN NORTH AMERICA, INC.**

DELPHI CORPORATION, et al.
CASE NO. 05-44481 Chapter 11 Jointly Administered

Delphi Corporation ("Delphi"), along with the other related debtors in the above-referenced cases (collectively, the "Debtors") are engaged in the design, manufacture, and/or sale of motor vehicle components ("Parts"). Nissan North America, Inc. ("Nissan") is engaged in the design, manufacture, assembly and/or sale of motor vehicles and Parts. The Debtors and Nissan have an established business relationship (the "Relationship") whereby the Debtors manufacture Parts according to Nissan's specifications. The Relationship includes the terms and conditions contained in that certain Master Purchase Agreement between Delphi and Nissan. Purchase orders and releases (collectively "Purchase Orders") are used by Nissan to, among other things, specify the quantities of the Parts to be purchased and the required delivery dates for such Parts.

Nissan asserts all claims it has or may have against the Debtors at law, in equity or otherwise on account of the Relationship, including specifically and without limitation, any and all claims related to (i) any intellectual property claims, including but not limited to patents or patent infringement of products, goods, and/or services provided by the Debtors (collectively referred to as "Patent Claims"), and/or (ii) any warranty or product liability obligations (collectively referred to as "Warranty Obligations"), including without limitation those that have arisen or may arise per the terms of certain contracts between Nissan and Debtors (collectively, the "Contracts"). Nissan and the Debtors have a long standing course of dealing under the Contracts as to the handling of warranty claims through certain agreed upon charge-back procedures. The full amount of Debtors' warranty obligations under each Contract is unknown, but includes all sums for which Debtors are or could become liable to Nissan pursuant to the terms of each Contract. Specifically, Nissan asserts that current administrative Warranty Obligations are \$249,138.70 due from the Debtors, per the attached spreadsheet. Generally, Nissan continues to complete its claim reconciliation and reserves its right to amend, supplement or withdraw this claim.

Nissan asserts that it has a right against Debtors to recover any sums for which Debtors are or could become liable to Nissan pursuant to the Relationship, Patent Claims, Warranty Obligations, Purchase Orders, Contracts and/or common or statutory law. Nissan reserves the right to amend its claim for the full amount of damages it can prove, and expressly asserts all claims it has or may have against the Debtors in connection with the business relationship, or at law, in equity or otherwise, whether now known or unknown, including, but not limited to, prepetition interest, attorneys' fees and other charges and fees associated thereto, as applicable.

Notwithstanding anything to the contrary herein, by filing this claim, Nissan preserves any and all rights to assert further administrative claims for the Contracts, Purchase Orders, Warranty Obligations and Patent Claims.

Nissan asserts that its claims are secured by a right of setoff and/or recoupment against the Debtors. To the extent that Nissan has additional setoff or recoupment rights against any of the Debtors, Nissan reserves such rights under applicable law and orders entered in these cases and in no way waives its rights to setoff or recoupment with respect to any amounts owing whether pre- or post-petition.

Nissan further asserts that it has an administrative claim against the Debtors pursuant to 11 U.S.C. § 503 and the Relationship, including without limitation the Contracts.

Although Nissan does not believe that it has any liability to any third party on account of any Patent Claims or Warranty Obligations, and Nissan expressly denies any such liability, to the extent that Nissan is found liable to any third party on account of a Patent Claim or Warranty Obligation, Nissan asserts a claim against the Debtors for any and all liability of Nissan to any third party on account of said Patent Claim or Warranty Obligation. Further, Nissan asserts rights to attorney fees, interest, and other charges to which it is or may become entitled.

Nissan reserves and asserts all rights it may have to indemnification, contribution or subrogation against the Debtors, and all rights to setoff and recoupment, and further reserves the right to amend this Proof of Claim against any or all of the Debtors at any time to include amounts incurred and not paid, and/or amounts which may be incurred post-petition to the extent allowable by law.

Reference	Inv. ref.	Amount in DC	Local amnt	Doc. date	Comments
DM0000970233	1700035011	2,202.25	2,202.25	09/22/2008	Warranty/GEAR ASSY-POWER STEERING
DM0000975536	1700041232	2,175.44	2,175.44	10/16/2008	Warranty/GEAR ASSY-POWER STEERING
DM0000982157	1700048676	739.88	739.88	11/20/2008	
DM0000982158	1700048676	12,149.79	12,149.79	11/27/2008	
DM0000982159	1700048676	4,175.26	4,175.26	11/27/2008	
DM0000982160	1700048452	25,932.74	25,932.74	11/27/2008	Warranty/GEAR ASSY-POWER STEERING
DM0000982161	1700048303	739.88	739.88	12/18/2008	Reverses DM0000982157
DM0000982162	1900203304	12,149.79	12,149.79	12/18/2008	Reverses DM0000982158
DM0000982163	1900203305	4,175.26	4,175.26	12/18/2008	Reverses DM0000982159
DM0000986551	1700053667	20,219.36	20,219.36	12/18/2008	Warranty/GEAR ASSY-POWER STEERING
DM0000986552	1700053670	739.88	739.88	12/18/2008	Warranty/GEAR ASSY-POWER STEERING
DM0000986553	1700053673	12,149.79	12,149.79	12/18/2008	Warranty/GEAR ASSY-POWER STEERING / POWER STEERING PUMP
DM0000986554	1700053676	4,175.26	4,175.26	12/18/2008	Warranty/GEAR ASSY-POWER STEERING
DM0000986555	1700053679	1,295.01	1,295.01	12/18/2008	Warranty/GEAR ASSY-POWER STEERING
DM00009892012	1700058233	3,925.28	3,925.28	01/24/2009	Warranty/GEAR ASSY-POWER STEERING
DM00009892013	1700058236	2,272.10	2,272.10	01/24/2009	Warranty/GEAR ASSY-POWER STEERING
DM00009897008	1700064220	1,290.63	1,290.63	02/20/2009	Warranty/POWER STEERING PUMP
DM0001000981	1700068914	8,889.39	8,889.39	03/12/2009	Warranty/GEAR ASSY-POWER STEERING
DM0001007685	1700001905	159,407.26	159,407.26	04/16/2009	Warranty/GEAR ASSY-POWER STEERING
DM0001015460	1700008205	3,179.11	3,179.11	05/22/2009	Warranty/GEAR ASSY-POWER STEERING
Warranty Totals:		\$ 247,853.50			
DM07Q54430801	1700029459	1,280.00	1,280.00	08/21/2008	NBA Quality Incidents 3-08
Debit Memo Totals:		\$ 1,280.00			
Total of Debit Memos:		\$ 249,133.50			
PRC005357	2100042379	5.20	5.20	05/31/2009	Retro pricing
PRC Totals:		\$ 5.20			
			249,138.70		

Vendor	CoCd	Type	Reference	Text	Inv. ref.	Paymt ref.	Payt	PRV	User name	Doc.no.	Pstg date	Print date	Amount in DC	LC amt	Doc date	Comments
3109951	2177	KG	DM0000970233		1700035011	17022	N999	BDC_MM	1700035011	09/22/2008	09/22/2008		2,202.25	2,202.25	09/22/2008	Warranty
3109951	2177	KG	DM0000975536		1700041232	17022	N999	BDC_MM	1700041232	10/16/2008	10/16/2008		2,175.44	2,175.44	10/16/2008	Warranty
3109951	2177	KG	DM0000982157		1700048626	17022	N999	MOOREWZ	1700048626	11/21/2008	11/21/2008		739.88	739.88	11/21/2008	Warranty
3109951	2177	KG	DM0000982158		1700048627	17022	N999	MOOREWZ	1700048627	11/21/2008	11/21/2008		12,149.79	12,149.79	11/21/2008	Warranty
3109951	2177	KG	DM0000982159		1700048628	17022	N999	MOOREWZ	1700048628	11/21/2008	11/21/2008		4,175.26	4,175.26	11/21/2008	Warranty
3109951	2177	KG	DM0000982160		1700048632	17022	N999	BDC_MM	1700048632	11/21/2008	11/21/2008		25,932.74	25,932.74	11/21/2008	Warranty
3109951	2177	KG	DM0000103980		1900203304	17022	N235	MOOREWZ	1900203304	12/18/2008	01/25/2009		-739.88	-739.88	12/18/2008	Reversal of DM0000982157
3109951	2177	KR	DM0000103981		1900203305	17022	N235	MOOREWZ	1900203305	12/18/2008	01/25/2009		-4,175.26	-4,175.26	12/18/2008	Reversal of DM0000982158
3109951	2177	KR	DM0000986552		1700053667	17022	N999	BDC_MM	1700053667	12/18/2008	12/18/2008		20,219.36	20,219.36	12/18/2008	Warranty
3109951	2177	KG	DM0000986553		1700053670	17022	N999	BDC_MM	1700053670	12/18/2008	12/18/2008		739.88	739.88	12/18/2008	Warranty
3109951	2177	KG	DM0000986554		1700053673	17022	N999	BDC_MM	1700053673	12/18/2008	12/18/2008		12,149.79	12,149.79	12/18/2008	Warranty
3109951	2177	KG	DM0000986555		1700053679	17022	N999	BDC_MM	1700053679	12/18/2008	12/18/2008		4,175.26	4,175.26	12/18/2008	Warranty
3109951	2177	KG	DM0000992012		1700058223	17022	N999	BDC_MM	1700058223	01/24/2009	01/24/2009		1,295.01	1,295.01	01/24/2009	Warranty
3109951	2177	KG	DM0000992013		1700064220	17022	N999	BDC_MM	1700064220	02/20/2009	02/20/2009		3,925.28	3,925.28	02/20/2009	Warranty
3109951	2177	KG	DM0000997008		1700064226	17022	N999	BDC_MM	1700064226	01/24/2009	01/24/2009		2,272.10	2,272.10	01/24/2009	Warranty
3109951	2177	KG	DM0001000981		1700068914	17022	N999	BDC_MM	1700068914	03/12/2009	03/12/2009		1,290.63	1,290.63	03/12/2009	Warranty
3109951	2177	KG	DM0001007665		1700031905	17022	N999	BDC_MM	1700031905	04/16/2009	04/16/2009		8,889.39	8,889.39	04/16/2009	Warranty
3109951	2177	KG	DM0001015460		1700030205	17022	N999	BDC_MM	1700030205	05/22/2009	05/22/2009		159,407.28	159,407.28	05/22/2009	Warranty
Warranty Totals:													\$ 247,853.50			
3109951	2177	KG	DM07Q54430801	6152208256 Elizabeth Tang@nrm.nissanusa.com	1700029459		N000	MATTINV	1700029459	08/21/2008	08/21/2008		1,280.00	1,280.00	08/21/2008	NBA Quality Incidents 3-08
F01425001	2177	NP	PRC005357		2100042379		N000	MOOREWZ	2100042379	06/02/2009	05/31/2009		5.20	5.20	05/31/2009	Retro pricing
Debit Memo Totals:													\$ 1,280.00			
Total of Debit Memos:													\$ 249,133.50			
PRC Totals:													\$ 5.20			
MX011274	2158	RE	FZ3786	RECARGA EXTINTOR AFEE 10 KG POS 50 KGS.C02 9 KSS.	5100150792	6030	0001	A	PACILBZ	5100150792	12/30/2008	12/30/2008	-5,546.07	-75,263.50	12/15/2008	Based 7/9/09 Currency Rate
PRC Totals:													\$ (5,546.07)			